

**CONTRACT—ACCEPTANCE OF OFFER BY POST—WITHDRAWAL OF OFFER BEFORE ACCEPTANCE.**

*In re London & Northern Bank* (1900) 1 Ch. 220, is upon the point, whether an offer to accept an allotment of shares had been validly withdrawn, before the posting of an acceptance of the offer. The question turned on the fact when the acceptance was posted. By the rules of the Post Office, postmen are not authorized to accept letters to be posted, and it appeared by the evidence that the letter of acceptance had been delivered to a postman to be posted about 7 a.m.; but the envelope containing it was impressed with a stamp indicating that it had been posted at a district post office, and from thence taken to the general post office, from which it was sent at 11 30 a.m. The letter of withdrawal was received at about 9.30 a.m. On the evidence Cozens-Hardy, J., came to the conclusion that as the letter of acceptance had been improperly delivered to a postman, who was not the agent of the Post Office for that purpose, the plaintiff had failed to show that it had properly reached the Post Office before the receipt of the letter of withdrawal, and, therefore, that the latter was valid.

**ADMINISTRATION—TRUST DEED—TRUSTEE, MISCONDUCT OF—ACCOUNT AGAINST TRUSTEE, WHEN REFUSED—RULE 772—(ONT. RULE 954).**

In *Campbell v. Gillespie* (1900) 1 Ch. 225, the Court, in the exercise of its discretion under Rule 772, (see Ont. Rule 954), refused a general account against a trustee. The facts were as follows: In 1887 one Campbell, an insolvent trader, assigned his business to the defendant for the benefit of his creditors, with an ultimate trust for himself. In 1893 Campbell assigned his interest under the deed to his wife, the plaintiff, for her separate use. In 1896 the defendant re-assigned the business to the plaintiff. On this occasion some investigation of the trust account was made by the plaintiff, but no detailed account was required by, or rendered to her. In 1898 the defendant destroyed all the books of account connected with the trust under the honest belief that they were no longer required. In October, 1898, after the books had been destroyed, the present action was commenced against the defendant, who was charged therein with fraud and misconduct, and an account was claimed against him from 1887 to 1896 on the footing of wilful neglect and default. The defendant denied the charges of fraud and misconduct, but admitted three specific items